

AN AGREEMENT
between the
WINTHROP SCHOOL COMMITTEE
and the
WINTHROP TEACHERS' ASSOCIATION
(Nurses)

Winthrop, Massachusetts
2011-2012 (same as 2008-2011)

2012-2015

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AGREEMENT

This Agreement is made and entered into this 29th day of November 2011 (to be effective September 1, 2011), and September 2012 – June 30, 2015 by and between the School Committee of the Town of Winthrop (hereinafter referred to as the “Committee”) and the Winthrop Teachers’ Association affiliated with the Massachusetts Teachers Association and with the National Education Association (hereinafter referred to as the “Association”).

PREAMBLE

In entering this field of collective bargaining, it has been the intention of the parties by the consummation of this Agreement to continue their harmonious relations, to promote mutual cooperation and understanding, to formulate rules, to define and resolve the proper interest of the nurses in their rights to compensation and conditions under which they perform their duties, all with a goal to improving educational and health opportunities for the students enrolled in the Winthrop Public Schools.

The parties acknowledge that the Committee has complete authority, except as modified by this Agreement, over the policies and administration of the schools, which it exercises under law, and that this vehicle of collective bargaining will continue to provide the nurses with an opportunity to bring their knowledge and experience to bear on matters of professional concern together with that of the Committee, with a goal of assisting in solving the growing problems inherent in the advancement of education.

ARTICLE I

RECOGNITION

Section 1.

Subject to any applicable provisions of state or federal law or regulation now or hereafter in effect, the Committee recognizes the Association as the exclusive bargaining representative through which the registered nurses of the Winthrop School System represent their considered opinion on matters cognizable as mandatory subjects for discussion pursuant to the terms and valid administrative interpretation of Chapter 150E of the Massachusetts General Laws and any subsequent amendments hereto.

Section 2.

Nothing contained in this Agreement shall be construed to prevent any nurse from at any time discussing any problems with any of his/her supervisors or the School Committee, without the previous consent of the Association, nor shall any action taken by said supervisors or School Committee, as a result of such discussion, be the subject of

a grievance or otherwise contested by said Association unless such action is in direct contravention of express language in a provision of this Agreement. The Association will be notified and have a right to attend any such session before the School Committee.

Section 3.

This Agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understanding, oral or written, shall be controlling or in any way affect the relations between the parties unless and until such agreements have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to discuss with the Association any modifications or additions to this Agreement which are to be effective during the term thereof.

No change or modification of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE II

NO DISCRIMINATION

There shall be no discrimination, interference, restraint, or coercion by the School Committee, the Teachers' Association or their respective agents against any nurse because of his/her membership or non-membership in the Association. The services of the Winthrop Teachers' Association in the capacity of bargaining agent will be available to all nurses covered by this Agreement who are eligible for membership. No nurse shall be required to join the Winthrop Teachers' Association or to pay dues as a condition of employment, or to obtain such services.

ARTICLE III

CHECK-OFF

The Committee agrees that from and after the receipt of written authorization in the form set out below, pursuant to the provisions of Massachusetts General Laws, Chapter 180, Section 17E, it will request the Town Treasurer to deduct from the salary of the nurse signing such authorization bi-weekly Association dues as therein authorized and will remit the amount so deducted in accordance with such authorization, provided

that the Committee shall be under no obligation to make any such deduction as aforesaid after the termination of the terms of this Agreement, and provided that the Committee

may cease making such deduction on behalf of the nurse upon receipt of at least sixty (60) days' written notice by the superintendent of schools of a revocation of authorization from that nurse. The Committee will incur no liability for loss of dues monies after depositing same, properly addressed to the Association in the U.S. Mail.

AUTHORIZATION

To: Winthrop School Committee
Winthrop, Massachusetts

You are hereby authorized and directed to deduct from my salary the bi-weekly dues as established by the members of the Winthrop Teachers' Association a/w the Massachusetts Teachers Association and the National Education Association, and certified to you by the president of the Association. The said dues shall be deducted at the times agreed upon by you and the Association and thereafter remitted to the Association as agreed upon by you and the Association.

This Authorization shall remain in effect until (a) the termination of the Agreement between the Committee and the Association providing for such deductions, or (b) my written notice sixty (60) days after receipt of such revocation by the superintendent of schools.

Date _____ Name _____

ARTICLE IV

RIGHTS OF THE COMMITTEE

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Winthrop in the Committee and the superintendent for quality of education in, and the efficient, safe, and economical operation of the Winthrop School System, it is herein agreed that except as modified, amended, or abridged by express language in a provision of this Agreement, the Committee and superintendent retain all rights and powers that they have or may hereafter be granted by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance.

Said rights and powers include but are in no way to be construed as limited to the rights and powers to hire; fire; suspend; or in any other manner discipline; promote;

demote; transfer (permanently or temporarily); evaluate the performance of; prescribe hours for and working conditions of; assign any added, lessened, or different work responsibility to; set standards and requirements applicable to and make determinations of eligibility for any in-step wage increases for; grant tenure to; promulgate rules and

regulations pertinent to; regulate and restrict the use of school property (real or personal) by; implement improved benefits at any time for all or some of the; make any pay deductions because of the absence of, or failure to perform work by; and prescribe any professional improvement program or policies for nurses in the school system and to assign other work to whatever personnel—either in or out of the unit—that the Committee or superintendent in their discretion choose.

ARTICLE V

GRIEVANCES

Section 1.

For the purpose of this Agreement, a grievance shall be defined as: Any complaint by a nurse covered by the Agreement that (1) he/she has been subject to a violation, inequitable application or misinterpretation of a specific provision of this Agreement or (2) he/she has been subjected to an unfair or discriminatory act contrary to established policy and practice.

Section 2.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of nurses. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure. Consultation between the Association and the superintendent is encouraged as a means of resolving problems.

Section 3.

Nothing herein contained will be construed as limiting the right of any nurse having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment above Level One and to state its views. If the nurse so chooses, a representative of the Association may be present at Level One.

Section 4.

No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of the Town of Winthrop for any nurse involved in presenting such grievance.

Section 5.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement. It is understood and agreed that no grievance, dispute, misunderstanding or difference between the parties arising out of acts which occurred prior to the execution of this Agreement shall be submitted to the Committee under the provision of this Article. It is understood that any grievance pending at the conclusion of the contract will remain operative in the subsequent contract period unless settled in negotiations.

Section 6.

If at the end of the fifteen days next following either the occurrence of any grievance or the date when the nurse should reasonably have had first knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Level One, as set forth below, the grievance shall be deemed to have been waived. Such time limit may be extended by mutual agreement.

Level 1.

A nurse with a grievance will first discuss it with his/her principal or immediate supervisor during non-teaching hours.

Level 2.

If at the end of three (3) school days next following such presentation, the grievance shall not have been disposed of to the aggrieved's satisfaction, the nurse may file with the president of the Association a written statement of the grievance. Such statement shall be reviewed with the nurse by the said president or his/her designee, and if after such review the nurse so desires, the grievance shall be presented in writing by the nurse to the superintendent or his/her designee within five (5) school days.

Level 3.

If at the end of ten (10) school days next following presentation of the grievance in writing to the superintendent the grievance shall not have been disposed of to the satisfaction of the nurse, the nurse may refer the grievance in writing to the chair of the School Committee within five (5) school days.

The Committee or its designated representative and the nurse and, if the nurse so elects, counsel and/or an authorized representative of the Association shall meet to discuss the grievance as promptly as possible, normally within fourteen (14) school days at a time mutually agreed upon by the chair of the School Committee and the president of the Teachers' Association.

If any person or persons are to represent the nurse at this meeting, the School Committee will be informed in writing prior to three (3) school days before the meeting of the titles and names (if possible) of such person or persons anticipated. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours.

The School Committee will give its written answer to the grievance within ten (10) school days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may

Level 4.

Be appealed to arbitration by written notice of such intention to appeal within ten (10) school days after the receipt of the written answer under Level 3. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article VI.

Section 7.

If there is a grievance which directly affects a group or class of nurses or is of a general nature, the Association may submit such a grievance in writing directly to the level of administration having the appropriate authority to resolve said grievance. If appropriate, an individual grievance may be filed directly at the lowest level of the administration having the appropriate authority to resolve the grievance.

Section 8.

A grievance not initiated within the time specified shall be deemed waived. Failure of the nurse filing the grievance to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

Section 9.

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable. For grievances being processed during the summer, the time limits stated in terms of school days will be interpreted as referring to regular workdays (Monday through Friday, exclusive of any legal holidays).

Section 10.

The School Committee will, upon request, provide the Association with copies of any documents in its possession including approved minutes of the School Committee which may be necessary for the Association to process grievances under this Agreement.

ARTICLE VI

ARBITRATION

Section 1.

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure:

The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven school days after written notice of intention to arbitrate has been received from the Association, then the Association shall within five school days thereafter request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

The parties may by mutual agreement choose to submit more than one grievance to the same arbitrator.

Section 2.

Each party shall bear the expense of its representatives, participants, witnesses and for preparation and representation of its own case. The fees and expenses (if any) of the arbitrator and the American Arbitration Association shall be shared equally by the parties provided that the obligation of the Committee and the Association to pay shall be limited to the obligation which the Committee and the Association can legally undertake in that connection. In no event shall any present or future member of the Committee or the Association have any personal obligation for any payment under the provision of this Section.

Section 3.

The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/she shall arrive at his/her decisions solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding upon the Committee, the Association and the teacher or group of teachers who initiated the grievance.

Section 4.

Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement.

ARTICLE VII

CONTINUITY OF EMPLOYMENT

Section 1.

In recognition of the provisions of Section 9A (a) of Chapter 150E of the Massachusetts General Laws, the Association agrees that during the term of this Agreement, or any renewal or extension thereof, neither it nor any of its agents will engage in, incite, or participate, either directly or indirectly, in any strike, sit-down, stay-in, slow-down, work stoppage, withholding of service, concerted unauthorized absences, or any other interference with assigned or expected work.

Section 2.

The Teachers' Association further agrees that should any strike, sit-down, stay-in, slow-down, work stoppage, withholding of services or any other interference occur (regardless of the lack of Association connection with the activity), it shall put forward every effort to have the activity immediately terminated, including ordering the persons concerned to return to work.

Section 3.

Any individual who violates the provisions of this Article will be subject to discipline and possible discharge by the School Committee.

Section 4.

It is agreed that in any event of an alleged breach of Section 1 or 2, the Committee may seek its redress through the grievance procedure of this Agreement, by filing an action in any appropriate court, or by exercise of any of its rights and powers, or by a combination of the above.

Section 5.

It is agreed that during the term of this Agreement, the School Committee will not seek monetary damages against the Winthrop Teachers' Association for a violation of this Article as long as the Association fully complies with the provisions of Section 2.

ARTICLE VIII

WORK YEAR AND WORK DAY

Section 1.

The normal work year for nurses shall comprise one hundred eighty-two (182) days in accordance with the school calendar as determined and voted by the School Committee.

Effective with the 2011-2012 school year, the four days previously scheduled as early release days for students shall be regular school days and the nurses shall be required to work the full day. Nurses shall be in the building when the students are in the building. Scheduling of these days shall be subject to the discretion of the Superintendent.

Section 2.

Nurses will be in their respective work locations for at least ten (10) minutes before and ten (10) minutes after the regular student day.

Section 3.

Nurses will be entitled to a duty-free lunch period of at least thirty (30) minutes except in cases of emergency. The parties acknowledge that said lunch periods are to be scheduled so as not to conflict with student recess, where applicable.

Section 4.

Nurses will be entitled to a fifteen- (15) minute break each day.

Section 5.

All employees shall be required to sign in upon arrival at school each day and sign out if they leave during the day.

ARTICLE IX

EVALUATION

Section 1.

The work performance of each employee covered by the Agreement shall be evaluated annually by his/her building principal using the attached form.

Section 2.

A copy of each evaluation report shall be furnished to the employee evaluated, and he/she shall have the right to discuss the same with the evaluators. The employee shall affix his/her signature to the evaluation to indicate that he/she has seen the report.

Section 3.

Employees shall have the right, upon request, to review the contents of their respective personnel files and to have a representative of the Association accompany them. An employee will be informed whenever an addition is made to his/her personnel folder, and he/she shall have the right to submit a written response to any such material, which shall be attached thereto and be retained in the file.

ARTICLE X

PROBATIONARY PERIOD

All new employees covered by this Agreement (as of September 1, 2005) shall serve a one hundred eighty- (180) workday probationary period during which any discipline, suspension, or discharge shall be at the sole discretion of the superintendent and/or his/her designee and shall not be subject to the grievance and arbitration provisions of this Agreement. Upon completion of the 180 day probationary period, no nurse shall be disciplined, discharged, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

ARTICLE XI COMPENSATION

Section 1.

Nurses shall be paid according to the following schedule:

- Effective the 2011-2012 school year: 0%
- Effective September 1, 2012 – increase the schedule by 1.5%
- Effective March 1, 2013 – increase the schedule by .5%
- Effective September 1, 2012 – increase the schedule by 2%
- Effective September 1, 2013 – increase the schedule by 2.25%

Step	2011-2012
1	31,670
2	33,189
3	34,848
4	36,588
5	38,417
6	39,363
7	40,308

Sept. 2012 – March 1, 2013 1.5%

Step	
1	32,145
2	33,687
3	35,371
4	37,137
5	38,993
6	39,953
7	40,913

March 2013 – Aug. 31, 2013 .5%

Step	
1	32,306
2	32,855
3	35,548
4	37,323
5	39,188
6	40,153
7	41,117

Sept. 2013 - June 30, 2014 2%

Step	
1	32,952
2	34,532
3	36,259
4	38,069
5	39,972
6	40,956
7	41,940

Sept. 2014 – June 30, 2015 2.25%

Step	
1	33,694
2	35,309
3	37,075
4	38,926
5	40,871
6	41,878
7	42,884

- (a) Nurses shall receive a one-time lump sum payment of one-quarter percent Of their annual salary in year 2010-2011.
- (b) Nurse-in-charge - \$3,000 stipend
- (c) Any nurse who holds a Bachelor's Degree in Nursing will be placed on the Teachers' Salary Schedule on the appropriate step and column.
- (d) Any nurse who holds a Bachelor's Degree in an academic area other than Nursing will receive a \$ 1,500 stipend.

Section 2.

Nurses who are required to use their own automobiles on school business to travel between schools on a regular basis shall be paid \$200 annually.

Section 3. Conference Reimbursement

The Committee may pay reasonable expenses, including but not limited to registration fees, meals, or transportation, incurred by nurses who are required by the superintendent to attend workshops, seminars, or other professional development sessions, or who attend these sessions to acquire Continuing Education Units necessary to maintain Board of Nursing registration requirements. The total average cost will not exceed the tuition costs of nine (9) credits at a state college at the rate of fifty percent (50%) per fiscal year.

Section 4. Super Maximum

In recognition of the value of continued years of service to the Winthrop School System, a "Super Maximum" salary schedule is set forth:

<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>
\$400	\$500	\$700

Section 5.

Nurses covered by this Agreement, upon leaving the system, shall upon application obtain an increase in compensation in the final year of working, in the following manner: all accumulated sick leave shall be wiped off the books and in lieu thereof, the annual salary schedule for the individual concerned will be increased by twenty (20) dollars per day for each sick day surrendered.

ARTICLE XII

SICK LEAVE

Section 1.

Nurses will be credited with thirteen (13) days of sick leave as of the first official day of attendance of each school year.

Section 2.

Sick leave not used in any school year may accumulate from year to year up to a maximum of one hundred eighty (180) days as of the first official day of any school year (plus any additions under Personal Leave, Section 1).

Section 3.

Absences for periods in excess of five (5) days' duration will be paid only on submission of a doctor's certificate to the superintendent, if requested.

Section 4.

Extension beyond stated sick leave may be given in exceptional cases at the discretion of the School Committee.

Section 5.

A nurse must notify his/her principal or immediate supervisor as promptly as possible when he/she will be unable to be present because of illness.

ARTICLE XIII

PERSONAL LEAVE

Section 1.

In the school year, up to three (3) days may be utilized for imperative personal business which could not effectively be conducted outside of school hours. The first two (2) days will be exclusive of sick leave and the third will be deducted from sick leave.

In the event that these days are not taken, the days will be added to the individual's sick day accumulation of the next school year.

Section 2.

Requests for such leave must be made in writing to the superintendent as early as possible and usually not less than forty-eight (48) hours before such absence occurs whenever possible. In emergency situations when it is impossible to give the required notice in writing, it will be conveyed by telephone to the superintendent and later reduced to writing.

No request for personal leave will be granted so as to extend a holiday or vacation period. Exceptions to this paragraph may be granted at the sole discretion of the superintendent.

Section 3.

If the superintendent believes the purpose of the leave is not of a nature specified above, requiring the absence of the nurse during school hours, then he/she will decline to pay for such leave. This matter may, however, be presented through grievance and arbitration procedures if the individual nurse so elects.

Section 4.

Nothing in this Section shall preclude the superintendent from granting additional personal leave without pay for reasons which he/she deems urgent. In cases of personal leave without pay, deductions from salary will be made on the basis of 1/180 of the nurse's salary for each such day.

ARTICLE XIV

FAMILY MEDICAL LEAVE

Section 1.

In accordance with the Family and Medical Leave Act of 1993, the Committee will provide eligible employees up to twelve (12) weeks of unpaid leave in a twelve- (12) month period and in accord with the Act.

Eligible employees shall be defined as set forth in the Act.

Section 2.

The following reasons qualify for leave:

- to care for a newborn or a newly-placed adopted or foster child;
- to care for a child, spouse, or parent with a serious health condition;
- to care for the employee's own serious health condition.

Section 3. Substitution of Paid Leave

If leave is taken because of the employee's own serious health condition, an eligible employee must first exhaust any accrued paid sick leave, personal leave, and vacation.

If leave is taken to care for a child, spouse, or parent with a serious health condition or to care for a newborn or newly-placed adopted or foster child, an eligible employee must first exhaust any accrued paid personal leave and vacation.

If the employee's accrued paid leave is less than twelve (12) weeks, the remaining weeks will be unpaid.

Section 4. Benefits During Leave

The Committee will maintain health coverage for an employee on leave under this policy at the level and under the same condition as the employee would have enjoyed if not on leave. If the employee fails to return to work following the leave, unless the failure to return is due to the continuation, reoccurrence, or onset of a serious medical condition of himself/herself or family, or other circumstances beyond the employee's control, the employee on leave under this policy will be responsible for the cost of health coverage during the period of leave.

Section 5.

The twelve- (12) month period shall be a rolling period.

Section 6.

Seniority shall accrue while an employee is on an approved FMLA leave.

Section 7. Extended Leave

In the event an employee desires a leave without pay longer than provided under the FMLA, the procedure listed will be followed:

- (a) The employee shall request the leave in writing including the expected date of return;
- (b) Such leave shall not be unreasonably denied.

ARTICLE XV

BEREAVEMENT LEAVE

Section 1.

Nurses will be allowed up to five (5) consecutive days' leave without loss of pay during the school year in case of death in the immediate family. The term "immediate family" means the nurse's spouse, child, father, mother, (stepfather or stepmother), sister, brother, or grandparent.

Section 2.

An absence of two (2) days may be granted applicable to a nurse's in-laws or the grandparents of his/her spouse, unless said relative is a member of the immediate household, in which case he/she shall be entitled to three (3) days.

These provisions shall be administered in the light of their purpose, which is to provide opportunity when needed to enable the employee to attend the funeral or to attend to family or personal matters arising as a result of the death.

ARTICLE XVI

INSURANCE BENEFITS

Section 1.

As long as the Town of Winthrop agrees to pay one-half of the cost of the Harvard Pilgrim Health Plan and one-half of the cost of a \$2,000 life insurance policy and a \$2,000 accidental death and dismemberment policy, details of which are covered in a supplementary booklet, the school department will deduct the employee's share from payroll checks for participating members on receipt of the proper authorization.

Eligible members of the bargaining unit may participate in any insurance plan offered by the Town of Winthrop to school department employees. The school department will deduct the employee's share from the payroll checks for participating members on receipt of the proper authorization.

On the date of retirement, life insurance may be continued in the amount of \$1,000, one-half to be paid by the retiree.

Section 2.

For the retired employee, the hospital-surgical-medical coverage may be continued through the local pension group. If an individual does not desire to remain in

the insurance plan, the retired employee may secure his/her hospital-surgical-medical coverage under any conversion contract offered by the insurance agent.

In the event the Town of Winthrop modifies its insurance plan, similar arrangements for payroll deductions will be made available to all the nurses.

Section 3.

Nurses leaving the system at the conclusion of the school year are entitled to remain in the Harvard Pilgrim Health Plan until August 31 of the current year.

Section 4.

Nurses on unpaid leave of absence may remain in the appropriate health plan by paying the entire premium due to the Office of the Town Treasurer, to the extent allowed by the policy and the law.

Section 5.

Nurses will be listed on the school department liability insurance policy.

Section 6.

The School Committee will pay up to one hundred (100) dollars per year for malpractice insurance for each nurse.

ARTICLE XVII

SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of the invalidity or restraint.

ARTICLE XVIII

LAYOFF LANGUAGE/RIF/RECALL

Section 1

In the event that the School Committee decides to reduce the number of employees in the unit, the Committee shall select employees for layoff on the basis of seniority, that is, the least senior employee(s) will be laid off.

Section 2.

Unit members selected for layoff shall be notified prior to June 1 of the school year prior to the school year in which the layoff is to become effective.

Section 3.

Unit members who are laid off shall be placed on a layoff/recall list for a period of twenty-six (26) months. Whenever a vacancy should occur within the unit, the most

senior employee on the layoff/recall list shall be offered the vacant position, in the order of seniority, before the School Committee offers such vacant position to outside applicants.

Section 4.

Seniority shall be computed as unbroken length of service in months, weeks, and days, as an employee within the unit. Authorized leaves of absence shall not constitute a break in seniority.

Section 5.

A seniority/recall list will be posted annually by October 1 and be subject to correction through the grievance process.

Section 6.

In the event that two (2) or more unit members shall have identical seniority, their educational attainment and certification as set forth in the salary schedule shall be used to determine relative seniority; if they are still equal, lots will be drawn to establish relative seniority.

ARTICLE XIX

CLOTHING ALLOWANCE

Upon employment* each unit member will be eligible for a one hundred (100) dollar reimbursement for the purchase of a lab coat or other uniform. Such reimbursement will be provided after submission of a purchase receipt to the superintendent.

*Effective September 1, 1991, unit members who are employed prior to the current contract year will be eligible for the clothing allowance subject to submission of the purchase receipt as set forth in the paragraph above.

ARTICLE XX

SICK LEAVE BANK

Section 1.

Effective for the duration of this Agreement, a sick leave bank will be established for use by qualified members of the bargaining unit whose sick leave accumulation is exhausted through serious prolonged illness/accident and who require additional leave to make full recovery from an extended illness/accident.

Section 2.

Each member of the bargaining unit shall submit one (1) sick day of his/her personal accumulation to the Sick Leave Bank to be utilized by nurses who qualify and who have exhausted their own individual leave, both annual and accumulated and who still have a serious extended illness.

Section 3.

Personnel shall not qualify for consideration of extended illness leave within the framework of the Sick Leave Bank unless they have accumulated at least 20 sick leave days (after the submission required by Section 2). Once a nurse has become eligible for the benefits of the Sick Leave Bank he/she shall continue such eligibility for the duration of this Agreement.

Section 4.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two members designated by the School Committee to serve at its discretion and two members designated by the Association to serve at its discretion.

Section 5.

Any sick leave granted under the provisions of the Article shall expire at the end of the school year.

There shall be no accumulation or carryover to successive years of unused sick leave bank days beyond the term of this Agreement.

Section 6.

Sick Leave Bank days shall only be available after the infirmed employee has exhausted his/her entire personal sick leave, both annual and accumulated.

Section 7.

All requests for grants from the Bank shall be in writing and shall be accompanied by certification of a physician as to the illness and/or disability of the teacher and the anticipated extent of recovery time necessary.

Section 8.

Application for benefits may be made prior to the employee's exhaustion of his/her personal sick leave to expedite benefits, but drawings upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided.

Section 9.

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

If additional days are needed, they must be requested in writing and contain further certification by a physician.

Section 10.

The Sick Leave Bank Committee may request further evidence or a second physician's opinion before granting additional days from the Bank.

Section 11.

Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted. The following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of leave:

1. Medical evidence of serious extended illness;
2. Prior utilization of eligible sick leave.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

No days may be withdrawn from the Sick Leave Bank for any illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family and in no instance may days be withdrawn for purposes of a normal maternity.

ARTICLE XXI

SMALL NECESSITIES LEAVE ACT

Section 1

Employees who are eligible for twenty-four (24) hours of unpaid leave pursuant to the Small Necessities Leave Act (Massachusetts General Laws, Chapter 149, Section 52D) must substitute any accrued paid personal leave for any of the leave provided under the Act.

Section 2.

To be entitled to leave, employees must provide notice to the superintendent as follows:

- (a) If the need for leave is foreseeable, the employee must request the leave not later than seven (7) days in advance;
- (b) If the need is not foreseeable, the employee must notify the employer as soon as practicable under the particular circumstances of the individual case;
- (c) Employees must complete the attached certificate form.

Employee's Certification

I certify that on _____, I will/did take _____ hours of leave for the following purpose:

- _____ to participate in school activities directly related to the educational advancement of my son or daughter;
- _____ to accompany my son or daughter to routine medical or dental appointments such as check-ups or vaccinations;

_____ to accompany an elderly relative to routine medical or dental appointment or appointments for other professional services related to the elder's care.

Name: _____ Date: _____

ARTICLE XXII

CRIMINAL OFFENDER RECORD INFORMATION (CORI) REVIEW POLICY

In compliance with the provisions of Chapter 385 of the Acts of 2002, effective September 1, 2003, the superintendent of schools shall request and review CORI reports.

Employees shall be made aware that CORI reports concerning them are being requested. It shall be a condition of employment for employees to complete the necessary forms to permit the superintendent to obtain the CORI report for each employee.

CORI report review for individual employees shall take place not more than once every three (3) years. Employees may, upon request, receive a copy of the CORI report received by the superintendent.

All CORI reports shall be kept in a separate, secure file maintained in the Office of the Superintendent with only the superintendent and his/her executive secretary having access to the CORI report with entries. CORI reports with entries shall be maintained with a blank cover sheet over the CORI report. Upon termination of employment an employee may request in writing that he/she be given his/her reports. Such reports shall be given to the employee within ten (10) days of the request.

After a review of a CORI report, the superintendent, if he/she deems necessary, may meet with the employee, who may at such meeting be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the collective bargaining agreement and the General Laws of the Commonwealth.

ARTICLE XXIII

ELECTRONIC COMMUNICATION/NETWORK ACCEPTABLE USE POLICY

All members of the bargaining unit will sign and follow the Winthrop Public Schools Electronic Communication/Network Acceptable Use Policy. A copy of the policy is included in this Agreement as Appendix A.

ARTICLE XXIV**ACCESS TO KEYS POLICY**

To the extent members of the bargaining unit have been given access to keys to a school, they shall sign for and be subject to the Access to Keys Policy. A copy of the policy is included in this Agreement as Appendix B.

ARTICLE XXV**PROFESSIONAL DEVELOPMENT PROVIDED BY NURSING STAFF**

A nurse may prepare for and present professional development to the staff with the permission of the Superintendent or his/her designee.

A nurse who presents professional development will be reimbursed for supplies necessary to complete the assignment.

A nurse will be paid at the rate of \$25.00 per hour for preparing professional development.

ARTICLE XXVI**NURSE CERTIFICATION**

All nurses hired after the effective date of this Agreement must meet the requirements of the Department of Elementary and Secondary Education.

ARTICLE XXVII**DURATION**

This Agreement shall become effective as of September 1, 2012, and continue in full force and effect until August 31, 2015, and from year to year thereafter unless either party notifies the other prior to January 2014, or any January thereafter, of its desire to terminate or modify the Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seal by their duly authorized representatives this 29th day of November 2011.

WINTHROP TEACHERS' ASSOCIATION
NURSES UNIT

WINTHROP SCHOOL COMMITTEE

By _____

By _____

APPENDIX A

ELECTRONIC COMMUNICATION SYSTEM/NETWORK ACCEPTABLE USE POLICY

It is the policy of the Winthrop Public Schools that staff will use the school district's electronic communication system/network ("system/network"), including the Internet, voice mail, and e-mail, in a responsible, legal, and ethical manner. Failure to do so or otherwise to comply with this Acceptable Use Policy may result in the suspension or termination of system/network privileges for the user, disciplinary action up to and including discharge, and/or prosecution under federal or state law.

PURPOSE

The system/network is the property of the school district and is intended to be used for business purposes only. This may include using the system/network to conduct research and to communicate with others concerning educational and business matters.

ACCEPTABLE USE

Use of the system/network is a privilege, not a right. Any use of the system/network must be consistent with, and directly related to, the educational objectives and business purposes of the Winthrop Public Schools. A violation of the terms of this Acceptable Use Policy may result in the suspension or termination of system/network privileges, and also may result in other disciplinary action, consistent with any applicable collective bargaining agreements, statutes, or district-wide disciplinary policies. Users should be aware that violation of these provisions that constitute a crime also may result in criminal prosecution.

The following conduct violates the Acceptable Use Policy:

- (a) using the system/network for personal or recreational purposes or activities;
- (b) sending "chain letters" or "broadcast" messages to lists or individuals, or subscribing to "listserves" or "newsgroups," without permission;
- (c) accessing discussion groups or "chat rooms" whose purpose is not primarily educational;
- (d) using the system/network to buy, sell, or advertise anything, without permission;
- (e) using the system/network for gambling purposes;
- (f) using the system/network for political campaigning purposes, including but not limited to attempts to influence ballot questions or to promote or oppose a candidate for public office;

- (g) using or transmitting profane, obscene, vulgar, sexually explicit, threatening, defamatory, abusive, discriminatory, harassing, criminal, or otherwise objectionable messages or materials via the system/network; employees are also prohibited from visiting Internet sites posting such materials and from downloading or displaying such materials;
- (h) using the system/network for illegal purposes, in support of illegal activities, in a manner that violates any federal or state law, or for an activity prohibited by school district policy, including but not limited to the spreading of computer viruses;
- (i) using another person's password or pretending to be someone else when using the system/network;
- (j) accessing, reading, altering, deleting, or copying another user's messages or data without express written approval;
- (k) attempting to gain unauthorized access to system/network programs or computer equipment, including attempts to override, or to encourage others to override, any firewalls established on the system/network;
- (l) installing software or data on the system/network without first having the information scanned by the system/network administrator for viruses or other incompatibility.

Employees are required to comply with copyright, software licenses, and intellectual property laws. The school district strongly condemns the illegal distribution (otherwise known as "pirating") of software. Any users who are caught transferring such files through the network, and whose accounts are found to contain such illegal files, shall have their system/network privileges terminated. In addition, all users should be aware that software piracy is a federal offense and is punishable by a fine or imprisonment.

MONITORED USE

All messages and information created, sent, or retrieved on the system/network are the property of the Winthrop Public Schools, and should not be considered to be confidential. The system/network's backup mechanism automatically stores communications, including those that employees "delete." Although the school district does not plan to review such communications on a regular basis, it reserves the right to access and monitor all messages and information on the system, as it deems necessary and appropriate in the ordinary course of business, to prevent abuse by employees, to ensure the proper use of resources, and to conduct routine maintenance. Where appropriate, communications, including text and images, may be disclosed to law enforcement officials in response to proper requests, or to other third parties in the context of proper requests in the course of litigation, without the prior consent of the sender or receiver. Employees who use the system/network are considered to have consented to such monitoring and disclosure.

The system/network is not to be considered as a resource intended for use as a public forum or for any purpose that is not directly related to the school district's business interests.

E-mail messages are public records, subject to disclosure under Massachusetts General Laws, Chapter 66, Section 10. E-mail communications, therefore, should be printed and maintained in hard copy in the school district's files, so that they can be made available to the public, upon request, for inspection or copying.

Employees should avoid sending documents or information containing confidential or sensitive material, such as student record and personnel information, via the system/network, due to concerns relating to the security of such documents or information.

Employees should not discuss litigation in e-mail messages, because such messages are not privileged and are subject to discovery in litigation against the school district.

LIABILITY

The Winthrop School System assumes no responsibility or liability for:

- (a) any unauthorized charges or fees incurred as a result of an employee's use of the system/network, including but not limited to telephone charges, long distance charges, per minute surcharges, and/or equipment or line charges;
- (b) any financial obligations arising out of the unauthorized use of the network for the purchase of products or services;
- (c) any information or materials that are transferred through the system/network;
- (d) any cost, liability, or damages caused by a user's violation of this Acceptable Use Policy, or any other inappropriate use of electronic resources of the Winthrop School System.

The Winthrop School System makes no guarantee, implied or otherwise, regarding the reliability of the data connection, and shall not be liable for any loss or corruption of data resulting while using the system/network.

**WINTHROP PUBLIC SCHOOLS
ELECTRONIC COMMUNICATION SYSTEM/NETWORK
ACCEPTABLE USE POLICY**

EMPLOYEE CONFIRMATION OF RECEIPT

I certify that I have received, been provided an opportunity to ask questions about the content of, and understand the Electronic Communication System/Network Acceptable Use Policy of the Winthrop Public Schools.

I acknowledge that the Winthrop School System telecommunication system, including but not limited to voice mail, fax mail, electronic mail, and access to the Internet is school department property and by my use of the system consent to the monitoring of the system.

I further acknowledge that my continued access to the telecommunication system is conditioned upon strict adherence to the policy. Any violation of this policy or use of the Winthrop School System telecommunication system for improper purposes shall subject me to discipline, up to and including discharge.

Employee Name

Employee Signature

Date

APPENDIX B

WINTHROP SCHOOL DEPARTMENT ACCESS TO KEYS POLICY

I, _____, an employee at the _____ School in Winthrop, Massachusetts, acknowledge that I have been given keys to the _____ School. I understand and agree that as a recipient of the keys to the school, I may access the school as needed in order for me to perform my job. I further understand that I am not permitted to make additional sets of keys without authorization from _____, nor am I permitted to transfer, give, or loan the keys to any individual who has not been authorized by _____, principal of the _____ School to receive a set of keys. A violation of this policy may subject me to discipline

Employee Name

Employee Signature

Date